

**ALDORT DECLARATION**  
**EXHIBIT 10**

Julie Rodriguez Aldort/Butler  
Rubin  
04/15/2008 11:48 AM

To mabrams@wmd-law.com  
cc jrubin@butlerrubin.com, Catherine Isely/Butler  
Rubin@Butler Rubin

Subject TIG/AIU

Marc,

This confirms from our discussion this morning that TIG is not willing to accept AIU's proposed compromise as respects AIU's search of its electronic records, as described in your letter dated April 11, 2008.

This also confirms that we are in agreement that the parties are at an impasse on the following issues: (1) AIU's privilege claims relating to coverage counsel materials; (2) AIU's withholding of the "Other Claims" documents; (3) AIU's refusal to conduct additional electronic searches; and (4) AIU's refusal to produce any "Other Claims" or "Other Reinsurer" documents from its production in the Declaratory Judgment Action.

We also noted that the parties appear to be at an impasse on TIG's claim to work product and privilege as respects certain audit documents, listed on TIG's privilege and redaction logs. I noted that TIG will be providing a small supplemental production in the next day or two, which might include a few pages from the audit.

We agreed to reconvene on Thursday at 11:30am (ET) to discuss deposition scheduling and additional document discovery issues as respects TIG's production.

I will forward to you a draft stipulation regarding TIG's motion to amend.

Best regards,

**Julie Rodriguez Aldort**

**Butler Rubin Saltarelli & Boyd LLP**  
70 West Madison St. | Suite 1800 | Chicago, IL 60602  
312.696.4478 | 312.873.4328 fax

[jaldort@butlerrubin.com](mailto:jaldort@butlerrubin.com)  
[www.butlerrubin.com](http://www.butlerrubin.com)

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**BUTLER RUBIN SALTARELLI & BOYD LLP**  
excellence in litigation

<http://www.butlerrubin.com>

## **ALDORT DECLARATION**

### **EXHIBIT 11**

## **EXHIBIT 11**

**FILED UNDER SEAL**

## **ALDORT DECLARATION**

### **EXHIBIT 12**

RENEW/ REPLACE CERTIFICATE NO. CERTIFICATE NUMBER 

CPR 0062

CERTIFICATE OF FACULTATIVE REINSURANCE  
ISSUED BY.

UNITED STATES FIRE INSURANCE COMPANY  
 THE NORTH RIVER INSURANCE COMPANY  
 WESTCHESTER FIRE INSURANCE COMPANY  
 INTERNATIONAL INSURANCE COMPANY

CRUM &amp; FORSTER INSURANCE COMPANIES

NEW YORK, NEW YORK ■ ADMINISTRATIVE OFFICES: MORRISTOWN, N.J.

MAIL

APR 24 1979

## REINSURED COMPANY:

AIU INSURANCE COMPANY  
 c/o JOHNSON & HIGGINS OF NEW YORK  
 95 WALL STREET  
 NEW YORK, NEW YORK 10038

• ACCOUNT  
 FOSTER WHEELER CORPORATION  
 • 110 SO. ORANGE AVENUE  
 • LIVINGSTON, NEW JERSEY 07039

EFFECTIVE FROM  12:01 AM      BOTH DAYS AT  
 NOON      STANDARD TIME 10/1/78      TO 10/1/79

## DETAILS OF REINSURED COMPANY'S POLICY.

POLICY NO.: 75-100789PERIOD: 10/1/78-9

ITEM 1 TYPE OF INSURANCE	ITEM 2 POLICY LIMITS & APPLICATION	ITEM 3 COMPANY RETENTION	ITEM 4 REINSURANCE ACCEPTED	ITEM 5 BASIS OF ACCEPTANCE
UMBRELLA LIABILITY	\$20,000,000. SINGLE LIMIT ANY ONE OCCURRENCE AND IN THE AGGREGATE EXCESS PRIMARIES OR SELF INSURED RETENTION	VARIOUS	\$3,000,000. PART OF \$5,000,000. ANY ONE OCCURRENCE AND IN THE AGGREGATE EXCESS OF VARIOUS PRIMARIES OR SELF INSURED RETENTION	QUOTE SHARE

THE PREMIUM FOR THIS CERTIFICATE SHALL BE  GROSS \$     FIXED CHARGE  
 NET \$ 152,520.00  DEPOSIT PREMIUM

PREMIUM BASE    EST.    EXPOSURE    RATE    EST. PREMIUM FOR CERTIFICATE PERIOD.  
 RECEIPTS    \$1,000,000.    \$.30 (LAYER)    \$  
 MINIMUM PREMIUM FOR CERTIFICATE \$ 152,520.00    MINIMUM PREMIUM FOR REINSURANCE PERIOD \$ 152,520.00

CEDING COMMISSION NIL

This insurance is made and accepted subject to all the provisions set forth herein or endorsed hereon or appearing on the reverse side hereof, all of which are incorporated herein, and any provisions appearing in forms attached hereto and made a part hereof which alter the provisions herein shall supersede such provisions as they are inconsistent therewith.

DATED: 4/19/79 md

TIG 001156

SIGNED AT: \_\_\_\_\_

LWD 81 (8/76)

by: \_\_\_\_\_ AUTHORIZED SIGNATURE

COMPANY COPY

ENDORSEMENT

6/8/82

Additional Premium \_\_\_\_\_

Return Premium \_\_\_\_\_

Effective on and after 1st October 19 78 00.01 a.m. Local Standard Time  
this endorsement forms part of policy No. CFR0062 Expiration Date 1st October, 1980  
Issued to Foster Wheeler Corporation  
By International Insurance Company

It is hereby understood and agreed that the following entities are deleted from the Schedule of Underlying Insurances:-

1. Control Applications Inc.	effective 1st January, 1979
2. Raygo Inc.	effective 1st February, 1980
3. Tenneco Systems Inc.	effective 15th February, 1980
4. Industrial Inspection Industries Inc.	effective 29th April, 1980
5. Foster Wheeler Management Operations Ltd.	effective 2nd July, 1980

It is further understood and agreed with effect from 1st June, 1979 this Policy shall cease to apply in respect of Foster Wheeler Boiler Corporation but it is noted that the scheduled primary policies shall continue to apply in respect of the aforesaid entity.

It is further understood and agreed that in respect of the foregoing that coverage hereon is amended as follows:

"In consideration of a return premium of one (1) Dollar, it is hereby agreed that Industrial Inspection Industries Inc., Foster Wheeler Management Operations Ltd., Raygo Inc., Tenneco Systems Inc., Control Applications Inc., and Foster Wheeler Boiler Corporation shall not be either Named Assured or Assureds under this policy.

However, it is also agreed that this endorsement does not exclude coverage for the liability of the other Named Assureds or Assureds which may arise out of, or result directly or indirectly from, the operations or activities of these entities.

All other terms and conditions of this policy remain unchanged

AUTHORIZED REPRESENTATIVE

TIG 001157

6-24-81

**INSURANCE COMPANIES  
THE POLICY MAKERS**

**ENDORSEMENT # 3**

Filed 04/23/2008

Page 8 of 58

Additional Premium \_\_\_\_\_

Return Premium \_\_\_\_\_

Effective on and after 1st October 1978 00.01 a.m. Standard Time

this endorsement forms part of policy No. CFR0062 Expiration Date 1st October 1981

Issued to **Foster Wheeler Corporation**

By International Insurance

### Company

Effective inception it is understood and agreed that the annual review is amended to read as follows:-

It is understood and agreed that this policy is subject to:

- a) Immediate advice by the Assured to Dick Seybold of Mendes & Mount of all suits or demands in excess of Primary Limits or in the absence of any Primary Policy in excess of Self Insured Retention hereon.
- b) Annual review by Mendes & Mount of any impairment of All Primary Aggregate Policies which review is to be submitted to the Company within 45 days after each anniversary.

All other terms and conditions of this policy remain unchanged.

**AUTHORIZED REPRESENTATIVE**

Additional Premium \_\_\_\_\_

Return Premium \$35,727.82

Effective on and after OCTOBER 1, 1979 12:01 A.M. Standard Time

this endorsement forms part of policy No. CFR 0062 Expiration Date \_\_\_\_\_

Issued to R/T A.I.U. INS. CO. A/C FOSTER WHEELER CORP.

By INTERNATIONAL INSURANCE Company \_\_\_\_\_

IT IS HEREBY UNDERSTOOD AND AGREED THE AUDIT ADJUSTMENT FOR THE TERM OCTOBER 1, 1978 - 79 IS CORRECTED AS FOLLOWS:

<u>RECEIPTS</u>	<u>RATE</u>	<u>EARNED</u>
\$979,982,696.		\$293,995.
	\$.30	
	HEREON 60%	\$176,397.
	LESS 18% CEDE COMM.	\$144,645.
	MINIMUM PREM.	\$152,520. APPLIES
	LESS PREVIOUSLY BILLED	\$188,285.
	RETURN PREMIUM	(\$35,765.)

<u>RECEIPTS U.K.</u>	<u>RATE</u>	<u>EARNED</u>
\$213,040,506.		\$63,912.
	\$.30	
	HEREON 60%	\$38,347.
	LESS 18% CEDE COMM.	\$31,445.
	LESS PREVIOUSLY BILLED	\$31,407.
	ADDITIONAL PREM.	\$37.18

TOTAL DUE THIS ENDORSEMENT (\$35,727.82)

All other terms and conditions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE

AUDIT ADJUSTMENT ENDORSEMENT			
CLASSIFICATION	AMOUNT	RATE	EARNED PREMIUM
RECEIPTS RECEIPTS - U. K.	1,275,647,000 212,785,000	.30 .30 HEREON LESS 8% CEDING COMMISSION	\$382,694.00 63,835.00 \$446,529.00 60% \$267,917.00
			TOTAL \$ 219,691.00
INTERIM ADJUSTMENT		FINAL ADJUSTMENT	
From 10-1-78	Previous Balance or Deposit \$	Previous Balance or Deposit \$	178,299.16
To 10-1-79	Total Earned this Period \$	Total Earned this Period \$	219,691.00
	Additional Premium \$	Minimum Premium \$	
	Remaining Balance \$	Additional Premium \$	\$41,391.84
		Return Due Assured \$	\$
Attached to and forming part of No. CER 0062	COMPANY: INTERNATIONAL INSURANCE CO.		
Issued to R/T AIU INS. CO. A/C FOSTER WHEELER CORPORATION			
Effective 10-1-78	By _____		

IMPORTANT, THIS PREMIUM IS DEVELOPED BY AUDIT IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY. THE PREMIUM IS FULLY EARNED AND IS PAYABLE IMMEDIATELY.

LWB 17 (3/72)

TIG 001160

Additional Premium \$25,779.16

Return Premium \_\_\_\_\_

**MAILED**

JUL 21 1979

Effective on and after MAY 1, 19 79, 12:01 A.M. Standard Time

this endorsement forms part of policy No. CFR 0062 Expiration Date OCTOBER 1, 1979

Issued to R/I A.I.U. INSURANCE CO. A/C FORSTER WHEELER CORP.

By INTERNATIONAL INSURANCE Company

IT IS UNDERSTOOD AND AGREED THE COVERAGE IS AMENDED TO INCLUDE  
FOSTER WHEELER LTD. - ENGLAND AND FOSTER WHEELER POWER PRODUCTS.

ADDITIONAL MINIMUM AND DEPOSIT PREMIUM \$25,779.16 (NET) ADJUSTABLE  
AT 30¢ LAYER (GROSS) RATE PER \$1,000. ON TOTAL BILLINGS.

THE PRIMARY SCHEDULES ARE AS FOLLOWS:

FOSTER WHEELER LTD. ENGLAND

COMPREHENSIVE GENERAL LIABILITY INCLUDING PRODUCTS	<u>£250,000.</u>
AUTO COMMERCIAL VEHICLES PROPERTY DAMAGE	<u>£250,000.</u>
SAFETY BOAT OR SHETLANDS CONTRACT	<u>£250,000.</u>
EMPLOYERS LIABILITY	<u>UNLIMITED</u>

FOSTER WHEELER POWER PRODUCTS

COMPREHENSIVE GENERAL LIABILITY INCLUDING PRODUCTS	<u>£250,000.</u>
AUTO COMMERCIAL VEHICLES PROPERTY DAMAGE	<u>£250,000.</u>
EMPLOYERS LIABILITY	<u>UNLIMITED</u>

EXCLUDING

PART I UNITED KINGDOM AUTOMOBILE LIABILITY OTHER THAN COMMERCIAL  
VEHICLE PROPERTY DAMAGE

All other terms and conditions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE

Binder

L. W. Biegler Inc.

100th Floor - Sears Tower • 233 South Wacker Drive • Chicago, Illinois 60606 • Telex 25-4597 • 312-876-3100

THE INDICATED INSURER(S) CERTIFIES that pending issuance of a policy, the insurer(s) is bound to insure:

CFR 0062

INSURED: **R/I A.I.U. INSURANCE COMPANY**  
**A/C FOSTER WHEELER CORPORATION**  
 LOCATION: **110 SOUTH ORANGE AVENUE**  
**LIVINGSTON, NEW JERSEY 07039**

TYPE OF COVERAGE	AMOUNT	PREMIUM/RATE
UMBRELLA LIABILITY	\$3,000,000. PART OF \$5,000,000. EXCESS OF SCHEDULED PRIMARY POLICIES OR SELF-INSURED RETENTION	\$133,920.00 (NET) MINIMUM & DEPOSIT AFTER 18% CEDING COMMISSION

DEDUCTIBLE:

THIS BINDER IS SUBJECT TO THE FOLLOWING SPECIAL CONDITIONS:

**ALL TERMS AND CONDITIONS AS REQUIRED BY UNDERWRITERS**

NAME(S) OF INSURERS:

**INTERNATIONAL INSURANCE CO.**THE TERM OF THE BOUND POLICY IS FROM: **10/1/78** TO: **10/1/79**THE TERM OF THIS BINDER IS FROM: **10/1/78** TO: **POLICY ISSUANCE**

But in no event shall this Binder continue in force over 60 days from the Effective Date and is subject to all the terms and conditions of the policy regularly issued by the Insurer(s) in this state. This Binder will be terminated and superseded upon delivery of formal policies or certificates issued to replace it.

1. THIS BINDER MAY BE CANCELLED AT ANY TIME BY THE INSURED. THIS BINDER MAY BE CANCELLED AT ANY TIME BY THE INSURER(S) BY GIVING TO THE INSURED FIVE (5) DAYS WRITTEN NOTICE OF CANCELLATION.
2. IN THE EVENT OF CANCELLATION OR EXPIRATION OF THIS BINDER WITHOUT A POLICY BEING ISSUED, THE INSURER SHALL BE ENTITLED TO AN EARNED PREMIUM FOR THE TIME IN FORCE AT SHORT RATE OF THE ANNUAL RATE AS CHARGED BY THE INSURER IF CANCELLED BY THE ASSURED; AND AT PRO RATA OF THE ANNUAL RATE IF CANCELLED BY THE INSURER.
3. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE INSURED THAT L. W. BIEGLER INC. IS NOT AN INSURER HEREUNDER AND SHALL NOT BE LIABLE IN ANY WAY OR TO ANY EXTENT WHATSOEVER FOR ANY LOSS OR CLAIM, BUT THAT THE INSURER HEREUNDER IS AS NAMED ABOVE.
4. THIS BINDER IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS AND SHALL NOT BE VALID UNLESS COUNTERSIGNED BY THE DULY AUTHORIZED AGENT OF THE INSURER(S).

Issued to: **JOHNSON & HIGGINS OF NEW YORK**  
**95 WALL STREET****L. W. BIEGLER INC.**Address: **NEW YORK, NEW YORK 10038**  
**ATTN: MR. KENNETH GREINER, VICE PRESIDENT**Date: **12/20/78**

By: \_\_\_\_\_

Authorized Signature

LWB 3 (3/76)

**TIG 001162**

## THE COMPANY NAMED ON THE DECLARATIONS PAGE

NEW YORK, NEW YORK

(herein called the Reinsurer)

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein, and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy as follows:

## REINSURING AGREEMENTS AND CONDITIONS

A. The Company warrants to retain for its own account or that of its treaty reinsurer (s) the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer, and the liability of the Reinsurer specified in Item 4 of said Declarations shall follow that of the Company and except as otherwise specifically provided herein, shall be subject in all respects to all the terms and conditions of the Company's policy except such as may purport to create a direct obligation of the Reinsurer to the original Insured. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto which in any manner affect this certificate, and shall make available for inspection and place at the disposal of the Reinsurer at reasonable times any of its records relating to this reinsurance or claims in connection therewith.

B. Prompt notice shall be given to the Reinsurer by the Company of any occurrence or accident which appears likely to involve this reinsurance and while the Reinsurer does not undertake to investigate or defend claims or suits it shall nevertheless have the right and be given the opportunity to associate with the Company and its representatives at its own expense in the defense and control of any claim, suit or proceeding involving this reinsurance, with the full cooperation of the Company.

C. All claims involving this reinsurance, when settled by the Company, shall be binding on the Reinsurer, which shall be bound to pay its proportion of such settlements, and in addition thereto, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment, with respect to business accepted on an excess of loss basis and in the ratio that the Reinsurer's limit of liability bears to the Company's gross limit of liability with respect to business accepted on a pro rata basis, its proportion of expenses, other than Company salaries and office expenses, incurred by the Company in the investigation and settlement of claims or suits and, with the prior consent of the Reinsurer to trial court pro-

ceedings, its proportion of court costs and interest on any judgment or award.

D. Payment of its proportion of loss and expense paid by the Company will be made by the Reinsurer to the Company promptly following receipt of proof of loss.

E. The Reinsurer will be paid or credited by the Company with its proportion of salvage, i.e., reimbursement obtained or recovery made by the Company, less the actual cost (excluding Company salaries and office expenses) of obtaining such reimbursement or making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

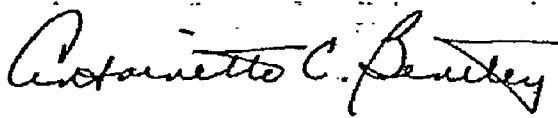
F. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate.

G. In the event of insolvency of the Company, the terms of this Certificate are amended to conform to the statute of any state of the United States having jurisdiction to the extent that such reinsurance as is afforded hereunder may be credited to the Company as an admitted asset or deduction from liability, it being understood that, subject to such amendment, the Reinsurer may avail itself of any other provision of any such statute applicable.

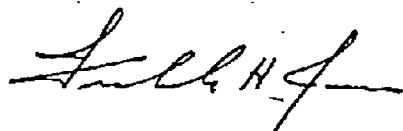
H. Cancellation of the policy of the Company shall constitute automatic cancellation of this Certificate and it may also be cancelled on a pro rata basis by either party mailing or delivering to the other written notice stating when, not less than Thirty (30) days thereafter, such cancellation shall be effective.

I. The terms of this Certificate shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Witness Whereof, the Company has caused this Reinsurance Certificate to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.



Secretary



L. H. J. President

TIG 001163

RENEW/REPLACE CERTIFICATE NO. CERTIFICATE NUMBER CERTIFICATE OF FACULTATIVE REINSURANCE  
ISSUED BY.

CFR 0062

0170496  
FD

**CF**

UNITED STATES FIRE INSURANCE COMPANY  
 THE NORTH RIVER INSURANCE COMPANY  
 WESTCHESTER FIRE INSURANCE COMPANY  
 INTERNATIONAL INSURANCE COMPANY

CRUM &amp; FORSTER INSURANCE COMPANIES

NEW YORK, NEW YORK ■ ADMINISTRATIVE OFFICES: MORRISTOWN, N.J.

## REINSURED COMPANY:

*AIG Insurance Company  
c/o Johnson & Higgins of NY  
95 Wall Street  
New York, NY 10038*

• ACCOUNT  
 • Foster Wheeler Corporation  
 • 110 S. Orange Avenue  
 • Livingston, NJ 07039

EFFECTIVE FROM  12:01 AM BOTH DAYS AT STANDARD TIME October 1, 1978 TO October 1, 1979  
 NOON

## DETAILS OF REINSURED COMPANY'S POLICY.

POLICY NO.: 75-100 7879 PERIOD: 10/1/78 - 79

ITEM 1 TYPE OF INSURANCE	ITEM 2 POLICY LIMITS & APPLICATION	ITEM 3 COMPANY RETENTION	ITEM 4 REINSURANCE ACCEPTED	ITEM 5 BASIS OF ACCEPTANCE
Umbrella liability	\$30,000,000 SL. any one occurrence and in the aggregate excess pro rata or self insured retention	various	\$3,000,000 part of \$5,000,000 any one occurrence and in the aggregate excess of various pro rata or SLR	pro rata share

THE PREMIUM FOR THIS CERTIFICATE SHALL BE  GROSS \$ \_\_\_\_\_  FIXED CHARGE  
 NET \$ 152,530.00  DEPOSIT PREMIUM

PREMIUM BASE receipts EST. EXPOSURE 1,000,000,000 RATE .30 (each) \$ 152,530.00  
 EST. PREMIUM FOR CERTIFICATE PERIOD.  
per \$1,000 152,530

MINIMUM PREMIUM FOR CERTIFICATE \$ 152,530 MINIMUM PREMIUM FOR REINSURANCE PERIOD \$ 152,530

## CEDING COMMISSION.

This insurance is made and accepted subject to all the provisions set forth herein or endorsed hereon or appearing on the reverse side hereof, all of which are incorporated herein, and any provisions appearing in forms attached hereto and made a part hereof which after the provisions herein shall supersede such provisions as they are inconsistent therewith.

C.1002

by: \_\_\_\_\_ AUTHORIZED SIGNATURE

STATISTICAL/ACCOUNTING COPY

TIG 001164

**CRUM & FORSTER  
INSURANCE COMPANIES**

**THE POLICY MAKERS**

**ENDORSEMENT #A - 1/19/79 md**

**Additional Premium \$18,600.00**

Effective on and after	OCTOBER 1, 1978	Return Premium	Standard Time
this endorsement forms part of policy No.	CFR 0062	Expiration Date	10/1/79
Issued to	R/I A.I.U. INSURANCE CO. A/C FOSTER WHEELER CORP.		
By	INTERNATIONAL INSURANCE	Company	

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$18,600.00, IT IS HEREBY  
UNDERSTOOD AND AGREED THE PREMIUM IS AMENDED TO READ:

**\$152,520. (NET) MINIMUM AND DEPOSIT  
AFTER 18% CEDING COMMISSION**

All other terms and conditions of this policy remain unchanged.

F.M. O.O. 192 6PT (4/73)

Authorized Representative

**TIG 001165**

**ALDORT DECLARATION**  
**EXHIBIT 13**

SUPREME COURT STATE OF NEW YORK  
COUNTY OF NEW YORK

CERTAIN UNDERWRITERS AT LLOYD'S,  
LONDON,  
ACCIDENT & CASUALTY COMPANY OF  
WINTERTHUR,  
BALOISE FIRE INSURANCE COMPANY LIMITED,  
BISHOPSGATE INSURANCE COMPANY LIMITED,  
DELTA - LLOYD NON-LIFE INSURANCE  
COMPANY LIMITED,  
FIDELIDADE INSURANCE COMPANY and,  
WINTERTHUR SWISS INSURANCE COMPANY

SUMMONS

INDEX NO. 600177/01

Plaintiffs,  
-vs-

FOSTER WHEELER CORPORATION,  
AFFILIATED FM INSURANCE COMPANY,  
ALLSTATE INSURANCE COMPANY (as  
successor in interest to NORTHBROOK  
INDEMNITY COMPANY),  
AMERICAN HOME ASSURANCE COMPANY,  
AMERICAN RE-INSURANCE COMPANY,  
ARGONAUT INSURANCE COMPANY,  
ATLANTA INTERNATIONAL INSURANCE  
COMPANY (as successor in interest to  
DRAKE INSURANCE COMPANY OF NEW  
YORK),  
CENTRAL NATIONAL INSURANCE COMPANY OF  
OMAHA,  
CENTURY INDEMNITY COMPANY (as successor  
in interest to CIGNA SPECIALTY  
INSURANCE COMPANY, f/k/a CALIFORNIA  
UNION INSURANCE COMPANY),  
CENTURY INDEMNITY COMPANY (as successor  
in interest to INSURANCE COMPANY OF  
NORTH AMERICA),  
COMMERCIAL UNION INSURANCE COMPANY  
(individually and as successor in interest  
to EMPLOYERS COMMERCIAL UNION  
INSURANCE COMPANY),  
CONTINENTAL INSURANCE COMPANY,  
EMPLOYERS MUTUAL CASUALTY COMPANY,  
EVEREST REINSURANCE COMPANY (as  
successor in interest to PRUDENTIAL)

REDACTED

REINSURANCE COMPANY),  
FEDERAL INSURANCE COMPANY,  
FIREMAN'S FUND INSURANCE COMPANY,  
FIRST STATE INSURANCE COMPANY,  
GRANITE STATE INSURANCE COMPANY,  
HARBOR INSURANCE COMPANY,  
HARTFORD ACCIDENT & INDEMNITY COMPANY,  
HIGHLANDS INSURANCE COMPANY,  
HOME INSURANCE COMPANY,  
INSURANCE COMPANY OF THE STATE OF <sup>PA</sup> ~~PENNSYLVANIA~~,  
INTEGRITY MUTUAL INSURANCE COMPANY,  
INTERNATIONAL INSURANCE COMPANY  
(individually and as successor to  
INTERNATIONAL SURPLUS LINES  
INSURANCE COMPANY),  
LEXINGTON INSURANCE COMPANY,  
LIBERTY MUTUAL INSURANCE COMPANY,  
LUMBERMENS MUTUAL CASUALTY COMPANY,  
MISSION AMERICAN INSURANCE COMPANY,  
MUTUAL FIRE, MARINE AND INLAND  
INSURANCE COMPANY,  
NORTH STAR RE-INSURANCE CORPORATION,  
NORTHWESTERN NATIONAL INSURANCE  
COMPANY (as successor in interest to  
BELLEVILLE INSURANCE COMPANY),  
PROGRESSIVE HOME INSURANCE COMPANY  
(as successor in interest to MIDLAND RISK  
INSURANCE COMPANY),  
TRAVELERS CASUALTY & SURETY COMPANY  
(as successor in interest to AETNA  
CASUALTY & SURETY COMPANY),  
UNITED STATES FIRE INSURANCE COMPANY,  
and  
YORK JERSEY LIABILITY, LTD.,

REDACTED

Defendants,

CERTAIN LONDON MARKET INSURANCE  
COMPANIES,  
NORTH RIVER INSURANCE COMPANY, and  
YASUDA FIRE & MARINE INSURANCE  
COMPANY OF AMERICA,

Nominal Defendants.

**TO THE ABOVE-NAMED DEFENDANTS:**

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer on the plaintiffs' attorneys within twenty (20) days after service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

New York County is designated as the place of trial on the basis of the residence of defendant Foster Wheeler, nominal defendant Yasuda Fire & Marine Company of America, and defendant insurers American Home Assurance Company and Home Insurance Company.

**DATED: February 14, 2001**

DORNBUSH MENSCH MANDELSTAM  
& SCHAEFFER, LLP  
Bruce Handler, Esq.  
747 Third Avenue  
New York, NY 100017  
(212) 759-3300

BAACH ROBINSON & LEWIS PLLC  
James Sottile, Esq.  
Mary E. Fechtig, Esq.  
One Thomas Circle, Suite 200  
Washington, DC 20005  
(202) 833-8900

*Attorneys for Plaintiffs*

**DEFENDANTS' ADDRESSES:**

**AFFILIATED FM INSURANCE COMPANY**  
1301 Atwood Avenue  
Johnston, Rhode Island 02919

**ALLSTATE INSURANCE COMPANY**  
3075 Sanders Road  
Suite G24  
Northbrook, Illinois 60062-7127

**AMERICAN HOME ASSURANCE COMPANY**  
70 Pine Street  
3<sup>rd</sup> Floor  
New York, New York 10270

**AMERICAN RE-INSURANCE COMPANY**  
555 College Road East  
Princeton, New Jersey 08543-5241

**ARGONAUT INSURANCE COMPANY**  
250 Middlefield Road  
Menlo Park, California 94025-3500

**ATLANTA INTERNATIONAL INSURANCE COMPANY**  
7230 McGinnis Ferry Road  
Suite 300  
Suwanee, Georgia 30024

**CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA**  
11128 John Galt Boulevard  
Suite 200  
Omaha, Nebraska 68137-2321

**CENTURY INDEMNITY COMPANY**  
Two Liberty Place  
1601 Chestnut Street  
Philadelphia, Pennsylvania 19192

**COMMERCIAL UNION INSURANCE COMPANY**  
One Beacon Street  
Boston, Massachusetts 02108

**CONTINENTAL INSURANCE COMPANY**  
CNA Plaza  
Chicago, Illinois 60685

**EMPLOYERS MUTUAL CASUALTY COMPANY**  
717 Mulberry Street  
Des Moines, Iowa 50309-3872

**EVEREST REINSURANCE COMPANY**  
Westgate Corporate Center  
477 Martinsville Road  
Liberty Corner, New Jersey 07938-0830

**FEDERAL INSURANCE COMPANY**  
15 Mountain View Road  
Warren, New Jersey 07059

**FIREMAN'S FUND INSURANCE COMPANY OF MISSOURI**  
727 Craig Road  
Creve Coeur, Missouri 63141

**FIRST STATE INSURANCE COMPANY**  
150 Federal Street  
Boston, Massachusetts 02110-1753

**FOSTER WHEELER CORPORATION**  
Perryville Corporate Park  
Clinton, New Jersey 08809-4000

**GRANITE STATE INSURANCE COMPANY**  
70 Pine Street  
3<sup>rd</sup> Floor  
New York, New York 10270

**HARBOR INSURANCE COMPANY**  
5416 South Yale Avenue  
Suite 300  
Tulsa, Oklahoma 74135

**HARTFORD ACCIDENT & INDEMNITY COMPANY**  
Hartford Plaza  
Hartford, Connecticut 06115

**HIGHLANDS INSURANCE COMPANY**  
10370 Richmond Avenue  
Houston, Texas 77042-4123

**HOME INSURANCE COMPANY**  
59 Maiden Lane  
New York, New York 10038

**INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**  
70 Pine Street  
3<sup>rd</sup> Floor  
New York, New York 10270

**INTEGRITY MUTUAL INSURANCE COMPANY**  
2121 East Capitol Drive  
Appleton, Wisconsin 54915

**INTERNATIONAL INSURANCE COMPANY**  
250 Commercial Street  
Suite 5000  
Manchester, New Hampshire 03101

**LEXINGTON INSURANCE COMPANY**  
200 State Street  
4<sup>th</sup> Floor  
Boston, Massachusetts 02109

**LIBERTY MUTUAL INSURANCE COMPANY**  
175 Berkeley Street  
Mail Stop 3E  
Boston, Massachusetts 02117

**LUMBERMENS MUTUAL CASUALTY COMPANY**  
One Kemper Drive, K-8  
Long Grove, Illinois 60049-0001

**MISSION AMERICAN INSURANCE COMPANY**  
19100 Susana Road  
Rancho Dominguez, California 90221

**MUTUAL FIRE, MARINE AND INLAND INSURANCE COMPANY**  
120 East Uwchlan Avenue  
Suite 101  
Exton, Pennsylvania 19341

**NORTH STAR RE-INSURANCE CORPORATION**  
695 East Main Street  
Stamford, Connecticut 06901

**NORTHWESTERN NATIONAL INSURANCE COMPANY**  
709 Curtis Street  
Middletown, Ohio 45044-3999

**PROGRESSIVE HOME INSURANCE COMPANY**  
6300 Wilson Mills Road  
Mayfield Village, Ohio 44143-2182

**TRAVELERS CASUALTY & SURETY COMPANY**  
One Tower Square  
Hartford, Connecticut 06183

**UNITED STATES FIRE INSURANCE COMPANY**  
305 Madison Avenue  
Morristown, New Jersey 07960

**YORK JERSEY LIABILITY LIMITED**  
c/o Foster Wheeler Corporation  
Perryville Corporate Park  
Clinton, New Jersey 08809-4000

**NOMINAL DEFENDANTS' ADDRESSES:**

**NORTH RIVER INSURANCE COMPANY**  
305 Madison Avenue  
Morristown, New Jersey 07960

**YASUDA FIRE & MARINE INSURANCE COMPANY OF AMERICA**  
225 Liberty Street  
43<sup>rd</sup> Floor  
New York, New York 10281

**SUPREME COURT STATE OF NEW YORK  
COUNTY OF NEW YORK**

**CERTAIN UNDERWRITERS AT LLOYD'S,  
LONDON,  
ACCIDENT & CASUALTY COMPANY OF  
WINTERTHUR,  
BALOISE FIRE INSURANCE COMPANY LIMITED,  
BISHOPSGATE INSURANCE COMPANY LIMITED,  
DELTA - LLOYD NON-LIFE INSURANCE  
COMPANY LIMITED,  
FIDELIDADE INSURANCE COMPANY and,  
WINTERTHUR SWISS INSURANCE COMPANY**

**COMPLAINT**

**INDEX NO.**

**Plaintiffs,**

**-vs-**

**FOSTER WHEELER CORPORATION,  
AFFILIATED FM INSURANCE COMPANY,  
ALLSTATE INSURANCE COMPANY (as  
successor in interest to NORTHBROOK  
INDEMNITY COMPANY),  
AMERICAN HOME ASSURANCE COMPANY,  
AMERICAN RE-INSURANCE COMPANY,  
ARGONAUT INSURANCE COMPANY,  
ATLANTA INTERNATIONAL INSURANCE  
COMPANY (as successor in interest to  
DRAKE INSURANCE COMPANY OF NEW  
YORK),  
CENTRAL NATIONAL INSURANCE COMPANY OF  
OMAHA,  
CENTURY INDEMNITY COMPANY (as successor  
in interest to CIGNA SPECIALTY  
INSURANCE COMPANY, f/k/a CALIFORNIA  
UNION INSURANCE COMPANY),  
CENTURY INDEMNITY COMPANY (as successor  
in interest to INSURANCE COMPANY OF  
NORTH AMERICA),  
COMMERCIAL UNION INSURANCE COMPANY  
(individually and as successor in interest  
to EMPLOYERS COMMERCIAL UNION  
INSURANCE COMPANY),  
CONTINENTAL INSURANCE COMPANY,  
EMPLOYERS MUTUAL CASUALTY COMPANY,  
EVEREST REINSURANCE COMPANY (as  
successor in interest to PRUDENTIAL**

REINSURANCE COMPANY),  
FEDERAL INSURANCE COMPANY,  
FIREMAN'S FUND INSURANCE COMPANY,  
FIRST STATE INSURANCE COMPANY,  
GRANITE STATE INSURANCE COMPANY,  
HARBOR INSURANCE COMPANY,  
HARTFORD ACCIDENT & INDEMNITY COMPANY,  
HIGHLANDS INSURANCE COMPANY,  
HOME INSURANCE COMPANY,  
INSURANCE COMPANY OF THE STATE OF  
PENNSYLVANIA,  
INTEGRITY MUTUAL INSURANCE COMPANY,  
INTERNATIONAL INSURANCE COMPANY  
(individually and as successor in interest  
to INTERNATIONAL SURPLUS LINES  
INSURANCE COMPANY),  
LEXINGTON INSURANCE COMPANY,  
LIBERTY MUTUAL INSURANCE COMPANY,  
LUMBERMENS MUTUAL CASUALTY COMPANY,  
MISSION AMERICAN INSURANCE COMPANY,  
MUTUAL FIRE, MARINE AND INLAND  
INSURANCE COMPANY,  
NORTH STAR RE-INSURANCE CORPORATION,  
NORTHWESTERN NATIONAL INSURANCE  
COMPANY (as successor in interest to  
BELLEFONTE INSURANCE COMPANY),  
PROGRESSIVE HOME INSURANCE COMPANY  
(as successor in interest to MIDLAND RISK  
INSURANCE COMPANY),  
TRAVELERS CASUALTY & SURETY COMPANY  
(as successor in interest to AETNA  
CASUALTY & SURETY COMPANY),  
UNITED STATES FIRE INSURANCE COMPANY,  
and  
YORK JERSEY LIABILITY, LTD.,

Defendants,

CERTAIN LONDON MARKET INSURANCE  
COMPANIES,  
NORTH RIVER INSURANCE COMPANY, and  
YASUDA FIRE & MARINE INSURANCE  
COMPANY OF AMERICA,

Nominal Defendants.

**NATURE OF ACTION**

1. Plaintiffs seek a declaratory judgment resolving important questions concerning the obligations of insurers to indemnify defendant Foster Wheeler Corporation and its subsidiaries and affiliates (collectively "Foster Wheeler") for asbestos-related bodily injury losses.
2. In 1993, certain Plaintiffs, certain London Market Insurance Companies that are Nominal Defendants herein, Liberty Mutual Insurance Company and Home Insurance Company entered into an Interim Defense and Indemnity Agreement ("IDIA") with Foster Wheeler. The IDIA established a protocol for allocating responsibility for Foster Wheeler's asbestos-related bodily injury losses among Foster Wheeler and the various signatory insurers to the extent such losses were covered by Foster Wheeler's liability insurance policies. The IDIA was negotiated and entered into at a time when the legal principles for allocating responsibility for such losses were not well established by the courts.
3. Much has changed since 1993. First, the number of asbestos claims against Foster Wheeler, as with almost all asbestos defendants, has risen dramatically. Second, the monetary value of such claims has increased at rates far higher than for other tort claims. Third, the law governing allocation of asbestos-related losses amongst insurers and insureds is more fully developed and it is now clear that the allocation principles adopted in the IDIA are inconsistent with New York law.
4. Those Plaintiffs who are parties to the IDIA ("IDIA Plaintiffs") have given notice of termination of the IDIA in accordance with its terms. Plaintiffs now seek

to have this Court delineate rules for allocating Foster Wheeler's asbestos-related bodily injury losses, to the extent such losses are covered by its liability insurance policies, consistent with the principles adopted by New York courts.

PARTIES

5. Plaintiffs Certain Underwriters at Lloyd's, London are individual underwriting Names organized as underwriting syndicates that do business at Lloyd's in London, England. The relevant underwriting syndicates are identified in Exhibit A hereto.
6. Plaintiffs Accident & Casualty Company of Winterthur, Baloise Fire Insurance Company Limited, Bishopsgate Insurance Company Limited, Delta - Lloyd Non-Life Insurance Company Limited, Fidelidade Insurance Company, and Winterthur Swiss Insurance Company, are insurance companies that do business in the London insurance market.
7. From approximately 1951 through 1981, Plaintiffs subscribed to certain excess and/or umbrella liability insurance policies in favor of Foster Wheeler. Many of those policies were negotiated in the State of New York. Exhibit B hereto sets forth all liability insurance policies of which Plaintiffs are aware that were issued to Foster Wheeler between 1951 - 81 (the "Policies") and identifies which of the Policies were subscribed to by Plaintiffs.
8. Nominal Defendants Certain London Market Insurance Companies are insurance companies that do or did business in the London insurance market. Those companies are identified in Exhibit C hereto.

9. Nominal Defendant North River Insurance Company is a New Jersey corporation with its principal place of business in New Jersey that is engaged in the business of insurance.
10. Nominal Defendant Yasuda Fire & Marine Insurance Company of America is a New York corporation with its principal place of business in New York that is engaged in the business of insurance.
11. Collectively, these Nominal Defendant insurers are referred to herein as "Nominal Defendants."
12. Plaintiffs aver, upon information and belief, that each of the Nominal Defendant Insurers issued or subscribed to one or more liability insurance policies in favor of Foster Wheeler from approximately 1951 through 1981. Exhibit B identifies the liability insurance policies subscribed to or issued in favor of Foster Wheeler by Nominal Defendants during that period. Certain of those policies were negotiated and/or issued in the State of New York.
13. Undersigned counsel may receive authorization to represent some or all of the Nominal Defendants in this action, at which time those Nominal Defendants will seek to be realigned as plaintiffs in this action. The Nominal Defendants are joined as nominal defendants to ensure that all parties having an interest in the subject matter of this action are before the Court.
14. Defendant Foster Wheeler Corporation is a New York corporation. Its Articles of Incorporation identify New York County as its principal place of business. Foster Wheeler is a holding company that owns the stock of various subsidiary companies. Foster Wheeler's principal place of business from the early 1900s until 1965 was New York City, and since 1965 it has maintained an office in New York

City. Foster Wheeler Corporation regularly conducts business and/or is authorized and licensed to do business in New York. Foster Wheeler USA Corporation, Foster Wheeler Environmental Corporation, Foster Wheeler Energy Corporation, Foster Wheeler International Corporation and Foster Wheeler Power Systems, Inc. are subsidiaries of Foster Wheeler Corporation, have offices in New York, regularly conduct business in New York, and/or are authorized and licensed to do business in New York.

15. The following Defendants, all of which are engaged in the business of insurance and which conduct or have conducted business in New York, have the following states of incorporation: Affiliated FM Insurance Company, Rhode Island; Allstate Insurance Company (as successor in interest to Northbrook Indemnity Company), Illinois; American Home Assurance Company, New York; American Re-Insurance Company, Delaware; Argonaut Insurance Company, California; Atlanta International Insurance Company (as successor in interest to Drake Insurance Company of New York), New York; Central National Insurance Company Of Omaha, Nebraska; Century Indemnity Company (as successor in interest to CIGNA Specialty Insurance Company, f/k/a California Union Insurance Company, Pennsylvania; Century Indemnity Company (as successor in interest to the Insurance Company of North America), Pennsylvania; Commercial Union Insurance Company, Massachusetts; Continental Insurance Company, New Hampshire; Employers Mutual Casualty Company, Iowa; Everest Reinsurance Company (as successor in interest to Prudential Reinsurance Company), Delaware; Federal Insurance Company, Indiana; Fireman's Fund Insurance Company, Missouri; First State Insurance Company, Connecticut; Harbor

Insurance Company, Oklahoma; Hartford Accident & Indemnity Company, Connecticut; Highlands Insurance Company, Texas; Home Insurance Company, New Hampshire; Insurance Company of the State of Pennsylvania, Pennsylvania; Integrity Mutual Insurance Company, Wisconsin; International Insurance Company (individually and as successor in interest to International Surplus Lines Insurance Company), Illinois; Lexington Insurance Company, Delaware; Liberty Mutual Insurance Company, Massachusetts; Lumbermens Mutual Casualty Company, Illinois; Mission American Insurance Company, California; Mutual Fire, Marine and Inland Insurance Company, Pennsylvania; North Star Re-Insurance Corporation, Delaware; Northwestern National Insurance Company (as successor in interest to Bellefonte Insurance Company), Wisconsin; Progressive Home Insurance Company, Tennessee; Travelers Casualty & Surety Company (as successor in interest to Aetna Casualty & Surety Company, Connecticut; United States Fire Insurance Company, New York; and York Jersey Liability, Ltd., (a wholly-owned subsidiary of Foster Wheeler Corporation), New Jersey (collectively "Defendant Insurers").

16. Plaintiffs aver, upon information and belief, that each of the Defendant Insurers issued one or more liability insurance policies to Foster Wheeler from approximately 1951 through 1981. Exhibit B identifies the liability insurance policies issued to Foster Wheeler by Defendant Insurers during that period. Certain of those policies were negotiated and/or issued in the State of New York.

17. On information and belief, there are disputes among Plaintiffs, Foster Wheeler, Nominal Defendants and the Defendant Insurers regarding their respective obligations for payment of asbestos-related bodily injury losses

sustained by defendant Foster Wheeler. Foster Wheeler, Nominal Defendants and the Defendant Insurers have or may have an interest in the subject matter of this action that would or might be affected by the declaratory relief sought by Plaintiffs. Accordingly, each is named as a defendant herein.

18. Plaintiffs aver, upon information and belief, that Forty-Eight Insulations, Inc., which was acquired by Foster Wheeler in 1973 and appears as an additional insured on some of the Policies, filed for bankruptcy protection in 1985 and is now dissolved. Accordingly, it is not named as a defendant in this action.

19. Plaintiffs intend to include as parties to this action, upon learning thereof, any additional insurers that issued liability insurance policies to Foster Wheeler that have or may have an interest in the subject matter of this action.

#### JURISDICTION AND VENUE

20. Plaintiffs seek a declaration of the parties' respective rights and obligations to indemnify Foster Wheeler for asbestos-related bodily injury losses. This Court has jurisdiction over this action under CPLR 3001, which provides for its exclusive jurisdiction over declaratory judgment proceedings.

21. Venue lies in the Supreme Court of New York, New York County under CPLR 503 because Foster Wheeler and three Defendant Insurers, namely Yasuda Fire & Marine Insurance Company of America, American Home Assurance Company and Home Insurance Company, reside in New York County.

#### THE POLICIES

22. Plaintiffs, the Nominal Defendants and the Defendant Insurers, subscribed to or issued one or more of the Policies between 1951 – 81. The Policies are "occurrence"-based policies. "Occurrence"-based policies generally indemnify

the insured for all sums that the insured becomes legally obligated to pay for bodily injury or property damage caused by or arising out of an "occurrence" that takes place during the policy.

23. The Policies include primary policies that provide the layer of coverage that responds first to a covered loss exceeding any deductible that must be paid by the insured. The Policies also include excess or umbrella policies that respond only after covered losses exceed a defined amount of underlying policy limits or a self-insured retention.

24. The Policies provide coverage both for liability arising from Foster Wheeler products, as well as liability arising from certain of Foster Wheeler's premises and operations ("non-products"). The Policies typically set different coverage limits for products and non-products claims.

#### ASBESTOS CLAIMS AGAINST FOSTER WHEELER

25. Foster Wheeler manufactured and installed boilers and other steam-generating equipment for various utilities and industries from approximately 1920 until 1973. Some of the boilers and other equipment that Foster Wheeler manufactured and/or installed contained asbestos.

26. Persons allegedly injured due to their exposure to asbestos contained in the equipment Foster Wheeler manufactured and/or installed have filed claims against Foster Wheeler for many years. The number of claims has grown exponentially over the last decade. By December 31, 2000, more than 300,000 claims had been asserted against Foster Wheeler. Approximately 120,000 such claims are presently outstanding.

27. In 1993, some of the insurers that issued or subscribed to liability insurance policies in favor of Foster Wheeler in the 1952 to 1978 period, including certain Plaintiffs, Liberty Mutual Insurance Company and the Home Insurance Company, entered into the IDIA with Foster Wheeler.

28. The IDIA established a protocol for dealing with the question of how asbestos-related bodily losses that occur over a period of years and are indivisible would be apportioned among those years and thus allocated between an insured and its various liability insurers. This IDIA protocol is at odds with New York law as it developed after the IDIA became effective.

29. To date, those London market insurers that were parties to the IDIA have paid over \$150 million to Foster Wheeler for asbestos-related bodily injury losses under the IDIA.

COUNT I

30. Plaintiffs incorporate by reference the allegations of Paragraphs 1-29, as though fully set forth herein.

31. The Policies are governed by New York law because, upon information and belief: (i) Foster Wheeler and several of the Defendant Insurers are incorporated in New York, Foster Wheeler's headquarters was in New York throughout much of the relevant period, Foster Wheeler has maintained offices in New York since 1907 and its subsidiaries currently maintain offices in New York; (ii) many, if not most, of the insurance policies at issue were negotiated, issued, and/or delivered in New York; (iii) many, if not most, of the insurance policies at issue were brokered in New York; and (iv) some, if not most, of the premiums were paid in New York.

32. New York courts apportion asbestos-related bodily injury losses by dividing the losses pro rata among all years from the date a claimant was first exposed to asbestos until the filing of a claim or the claimant's death, whichever comes first. The insured is responsible for asbestos-related bodily injury losses allocated to years when it did not purchase liability insurance or where such insurance is exhausted, or where its insurers have become insolvent. The liability insurers are potentially responsible for asbestos-related bodily injury losses allocated to the periods of their policies, assuming such losses are covered by the policies.

33. On information and belief, many of the asbestos-related bodily injury claims against Foster Wheeler allege first exposure to asbestos prior to 1952, the earliest date of liability insurance coverage potentially applicable to the subject claims, and claim filing or death after 1981. Under New York law, the losses allocated to years before 1952 are to be borne by Foster Wheeler, and losses allocated to years after 1952 are to be borne, in whole or in part, by Foster Wheeler, the Defendant Insurers and/or the Nominal Defendants, assuming such losses are covered by the relevant policies.

34. Under New York law, the injury to each individual asbestos claimant is a separate "occurrence," as that term is used in the Policies. The limits of liability set forth in the Policies for each "occurrence" thus apply separately for each individual asbestos claimant.

35. Plaintiffs are giving notice of termination of the IDIA on February 14, 2001. The termination is effective June 13, 2001.

36. On information and belief, there is a genuine dispute between the parties to this action concerning the application and interpretation of New York law with respect to the apportionment of asbestos-related bodily injury losses between Foster Wheeler and its liability insurers and with respect to what constitutes an "occurrence" within the meaning of the Policies. Plaintiffs therefore seek a declaration of the respective rights and obligations of Foster Wheeler and its liability insurers with respect to asbestos-related bodily injury losses potentially covered by the Policies.

37. The IDIA Plaintiffs' termination of the IDIA is not a repudiation of their intention to make claims payments to Foster Wheeler for covered asbestos-related bodily injury losses. Those Plaintiffs will pay covered claims pursuant to the terms of the IDIA until the effective date of its termination. Thereafter, IDIA Plaintiffs will make payments on covered claims, but only to the extent of their respective pro rata shares of those losses as provided under New York law.

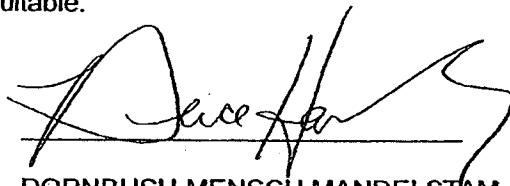
**WHEREFORE**, Plaintiffs hereby demand judgment as follows:

- (a) determining and declaring that New York law applies to the issues raised in this action;
- (b) determining and declaring the respective obligations of Foster Wheeler and its liability insurers with respect to asbestos-related bodily injury losses potentially covered by the Policies;
- (c) determining and declaring that any asbestos-related bodily injury losses sustained by Foster Wheeler that are covered under the Policies should be allocated pro rata from the date of a claimant's

first exposure until the earlier of: (i) the date the claimant filed a claim for asbestos-related bodily injury; or (ii) the date of the claimant's death;

- (d) determining and declaring that Foster Wheeler is liable for any asbestos-related bodily injury losses allocated to years when it did not purchase liability insurance or when such insurance has been exhausted, and for losses allocated to insolvent insurers;
- (e) determining and declaring that the injury to each individual with an asbestos-related bodily injury claim against Foster Wheeler is a separate "occurrence," as that term is used in the Policies; and
- (f) granting Plaintiffs such other and further relief as this Court may deem just, proper and equitable.

**DATED: February 14, 2001**



DORNBUSH MENSCH MANDELSTAM  
& SCHAEFFER, LLP  
Bruce Handler, Esq.  
747 Third Avenue  
New York, NY 100017  
(212) 759-3300

BAACH ROBINSON & LEWIS PLLC  
James Sottile, Esq.  
Mary E. Fechtig, Esq.  
One Thomas Circle, Suite 200  
Washington, DC 20005  
(202) 833-8900

*Attorneys for Plaintiffs*

**Exhibit A**

EXHIBIT ALLOYD'S UNDERWRITERS SUBSCRIBING  
TO FOSTER WHEELER INSURANCE POLICIES

002	132	278	462	620	791
015	133	279	463	621	793
016	151	283	469	629	795
017	153	284	470	632	796
023	163	286	471	633	797
024	164	287	472	634	819
033	165	297	475	645	830
034	169	299	476	650	838
035	172	300	479	651	845
036	174	301	483	652	849
046	175	304	484	653	853
049	179	309	488	654	857
056	188	311	490	655	867
057	190	315	499	660	870
060	193	316	500	661	882
062	194	317	506	670	884
064	199	322	507	677	896
065	204	328	510	679	899
069	205	334	517	694	900
075	206	346	525	707	905
076	208	347	531	720	909
079	210	357	538	721	917
080	211	360	539	725	918
086	212	365	541	726	928
088	213	368	542	727	933
090	214	371	544	729	935
092	219	373	555	751	943
099	223	381	558	755	945
108	227	397	567	761	947
109	231	404	575	762	952
110	233	405	576	763	964
112	235	408	583	764	969
114	238	417	584	767	972
122	239	425	589	768	975
026	241	427	590	771	986
128	250	433	596	772	989
129	274	440	604	773	990
130	275	448	605	782	995
131	276	450	618	783	998

**Exhibit B**

<u>Policy Number</u>	<u>Policy Period</u>
CU 1533	28 February 1962 – 27 February 1963
K71522	28 February 1962 – 27 February 1963
CU 1532	28 February 1963 – 27 February 1964
CU 1533	28 February 1963 – 27 February 1964
K71522	28 February 1963 – 27 February 1964
CU 3001	28 February 1963 – 27 February 1964
CU 1532	28 February 1964 – 27 February 1965
CU 1533	28 February 1964 – 27 February 1965
K71522	28 February 1964 – 27 February 1965
CU 3001	21 October 1964 – 27 February 1965
031155000	28 February 1965 – 27 February 1966
031156000	28 February 1965 – 27 February 1966
031154000	28 February 1965 – 27 February 1966
031155000	28 February 1966 – 31 January 1967
031156000	28 February 1966 – 31 January 1967
031154000	28 February 1966 – 31 January 1967
569/106377A	28 February 1967 – 31 January 1968
569/106427	28 February 1967 – 31 January 1968
569/106377A	28 February 1968 – 31 January 1969
569/106427	28 February 1968 – 31 January 1969
569/106377A	28 February 1969 – 31 January 1970
569/106427	28 February 1969 – 31 January 1970
K23984	28 February 1971 – 31 January 1972
K24916	28 February 1972 – 31 January 1973
K25942	28 February 1973 – 31 January 1974
K25942	28 February 1974 – 30 September 1974
UFL0492	01 April 1974 – 30 September 1974

Policy NumberPolicy Period

UFL0493

01 April 1974 – 30 September 1974

**B. North River Insurance Company**Policy NumberPolicy Period

JU0072	01 October 1974 – 30 September 1975
JU0073	01 October 1974 – 30 September 1975
JU0119	01 October 1975 – 30 September 1976
JU0072	01 October 1975 – 30 September 1976
JU0073	01 October 1975 – 30 September 1976
JU0119	01 October 1976 – 30 September 1977
JU0072	01 October 1976 – 30 September 1977
JU0073	01 October 1976 – 30 September 1977
JU0119	01 October 1977 – 30 September 1978
UM24542/JU0418	01 October 1977 – 30 September 1978
JU0417	01 October 1977 – 30 September 1978

**C. Yasuda Fire & Marine Insurance Company of America**Policy NumberPolicy Period

885707-A4(E)

1 October 1977 – 30 September 1978

**EXHIBIT B****FOSTER WHEELER INSURANCE POLICIES****I. Plaintiffs' Insurance Policies**

<u>Policy Number</u>	<u>Policy Period</u>
K11652	28 February 1952 – 27 February 1953
K11653	28 February 1952 – 27 February 1953
K11691	28 February 1952 – 27 February 1953
K17701	28 February 1953 – 27 February 1954
K17702	28 February 1953 – 27 February 1954
K17703	28 February 1953 – 27 February 1954
K17701	28 February 1954 – 27 February 1955
K17702	28 February 1954 – 27 February 1955
K17703	28 February 1954 – 27 February 1955
K17701	28 February 1955 – 27 February 1956
K17702	28 February 1955 – 27 February 1956
K17703	28 February 1955 – 27 February 1956
CK 1065	28 February 1956 – 27 February 1957
CK 1066	28 February 1956 – 27 February 1957
CK 1067	28 February 1956 – 27 February 1957
K37529	28 February 1956 – 27 February 1957
K38084	28 February 1956 – 27 February 1957
K38085	28 February 1956 – 27 February 1957
CK 1065	28 February 1957 – 27 February 1958
CK 1066	28 February 1957 – 27 February 1958
CK 1067	28 February 1957 – 27 February 1958
K37529	28 February 1957 – 27 February 1958

<u>Policy Number</u>	<u>Policy Period</u>
K38084	28 February 1957 – 27 February 1958
K38085	28 February 1957 – 27 February 1958
K46318	28 September 1957 – 27 February 1958
CK 1065	28 February 1958 – 27 February 1958
CK 1066	28 February 1958 – 27 February 1959
CK 1067	28 February 1958 – 27 February 1959
K37529	28 February 1958 – 27 February 1959
K38084	28 February 1958 – 27 February 1959
K38085	28 February 1958 – 27 February 1959
K46318	28 February 1958 – 27 February 1959
CK 4083	28 February 1959 – 27 February 1960
CK 4084	28 February 1959 – 27 February 1960
K56701	28 February 1959 – 27 February 1960
K56702	28 February 1959 – 27 February 1960
K56703	28 February 1959 – 27 February 1960
K56704	28 February 1959 – 27 February 1960
CK 4083	28 February 1960 – 27 February 1961
CK 4084	28 February 1960 – 27 February 1961
K56701	28 February 1960 – 27 February 1961
K56702	28 February 1960 – 27 February 1961
K56703	28 February 1960 – 27 February 1961
K56704	28 February 1960 – 27 February 1961
CK 4083	28 February 1961 – 27 February 1962
CK 4084	28 February 1961 – 27 February 1962
K56701	28 February 1961 – 27 February 1962
K56702	28 February 1961 – 27 February 1962
K56703	28 February 1961 – 27 February 1962

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<u>Policy Number</u>	<u>Policy Period</u>
K56704	28 February 1961 – 27 February 1962
CU 1532	28 February 1962 – 27 February 1963
CU 1533	28 February 1962 – 27 February 1963
K71522	28 February 1962 – 27 February 1963
CU 1532	28 February 1963 – 27 February 1964
CU 1533	28 February 1963 – 27 February 1964
K71522	28 February 1963 – 27 February 1964
CU 3001	28 February 1963 – 27 February 1964
CU 1532	28 February 1964 – 27 February 1965
CU 1533	28 February 1964 – 27 February 1965
K71522	28 February 1964 – 27 February 1965
CU 3001	21 October 1964 – 27 February 1965
031155000	28 February 1965 – 27 February 1966
031156000	28 February 1965 – 27 February 1966
031154000	28 February 1965 – 27 February 1966
031155000	28 February 1966 – 31 January 1967
031156000	28 February 1966 – 31 January 1967
031154000	28 February 1966 – 31 January 1967
569/106377A	28 February 1967 – 31 January 1968
569/106427	28 February 1967 – 31 January 1968
569/106377A	28 February 1968 – 31 January 1969
569/106427	28 February 1968 – 31 January 1969
569/106377A	28 February 1969 – 31 January 1970
569/106427	28 February 1969 – 31 January 1970
K23984	28 February 1971 – 31 January 1972
K24916	28 February 1972 – 31 January 1973

## II. Defendant Insurers' Insurance Policies

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Aetna Casualty & Surety Company	01XN550WCA	1 April 1974 – 30 September 1974
Aetna Casualty & Surety Company	01-XN-1521-WCA	1 October 1977 – 30 September 1978
Affiliated FM Insurance Company	XL74771	1 October 1975 – 30 September 1976
Affiliated FM Insurance Company	XL95881	1 October 1976 – 30 September 1977
American Home Assurance Company	CE-356648	1 February 1970 – 31 January 1971
American Home Assurance Company	NSX 8402	1 February 1971 – 31 January 1972
American Home Assurance Company	CE-2692237	1 February 1972 – 31 January 1973
American Home Assurance Company	SCLE-8065389	1 October 1974 – 30 September 1975
American Home Assurance Company	SCLE8065403(A)	1 October 1975 – 30 September 1976
American Home Assurance Company	SCLE8065403(B)	1 October 1976 – 30 September 1977
American Re-Insurance Company	M1025382	1 April 1974 – 30 September 1974
American Re-Insurance Company	M1028661(A)	1 October 1974 – 30 September 1975
American Re-Insurance Company	M1028661(B)	1 October 1975 – 30 September 1976
American Re-Insurance Company	M1028661(C)	1 October 1976 – 30 September 1977
American Re-Insurance Company	M1435066	1 October 1977 – 30 September 1978

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Argonaut Insurance Company	71315001233	1 October 1974 – 30 September 1975
Bellefonte Insurance Company	B91602/B91608 A	1 October 1974 – 30 September 1975
Bellefonte Insurance Company	B91608(B)	1 October 1975 – 30 September 1976
Bellefonte Insurance Company	B91608(C)	1 October 1976 – 30 September 1977
California Union Insurance Company	ZCU-00-0750	28 July 1978 – 30 September 1978
Central National Insurance Co. of Omaha	CNU23397(A)	1 October 1975 – 30 September 1976
Central National Insurance Co. of Omaha	CNU123397(B)	1 October 1976 – 28 February 1977
Commercial Union Insurance Company	80-38694	1 February 1970 – 31 January 1971
Commercial Union Insurance Company	80-43456	1 February 1971 – 31 January 1972
Continental Insurance Company	LX2681257(A)	1 October 1975 – 30 September 1976
Continental Insurance Company	LX2681257(B)	1 October 1976 – 31 December 1976
Drake Insurance Company of New York	XL-01436	1 October 1976 – 30 September 1977
Employers Commercial Union Insurance Co.	EY-8560-001	1 February 1970 – 31 January 1971
Employers Commercial Union Insurance Co.	EY-8560-004	1 February 1971 – 31 January 1972
Employers Mutual Casualty Company	MMO-70025	1 October 1977 – 30 September 1978
Federal Insurance Company	79221524	1 April 1974 – 30 September 1974
Fireman's Fund Insurance Company	XLX1202724(A)	1 October 1974 – 30 September 1975
Fireman's Fund Insurance Company	XLX1202724(B)	1 October 1975 – 30 September 1976
Fireman's Fund Insurance Company	XLX1202724(C)	1 October 1976 – 30 September 1977

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
First State Insurance Company	920044	1 February 1970 – 31 January 1971
First State Insurance Company	920185	1 February 1971 – 31 January 1972
First State Insurance Company	922670	31 January 1976 – 30 September 1976
First State Insurance Company	923410	1 October 1976 – 30 September 1977
First State Insurance Company	925599	1 October 1977 – 30 September 1978
First State Insurance Company	925629	1 October 1977 – 30 September 1978
Granite State Insurance Company	SCLD80-93340(A)	1 October 1977 – 30 September 1978
Granite State Insurance Company	SCLD80-93340(B)	1 October 1977 – 30 September 1978
Harbor Insurance Company	112273	1 February 1972 – 31 January 1973
Harbor Insurance Company	112274	1 February 1972 – 31 January 1973
Harbor Insurance Company	114503(A)	1 February 1973 – 30 January 1974
Harbor Insurance Company	114503(B)	1 February 1974 – 30 September 1974
Harbor Insurance Company	119881(A)	1 October 1974 – 30 January 1975
Harbor Insurance Company	119881(B)	1 October 1975 – 30 January 1976
The Hartford Indemnity Company	10CB38900E	1 October 1972 – 30 September 1973
The Hartford Indemnity Company	10CB38907E	1 October 1973 – 30 September 1974
The Hartford Indemnity Company	10CB38922E	1 October 1974 – 30 September 1975
The Hartford Indemnity Company	10-XS-100516	1 October 1977 – 30 September 1978
Highlands Insurance Company	SR10425	1 April 1974 – 30 September 1974
Highlands Insurance Company	SR10595(A)	1 October 1974 – 30 September 1975
Highlands Insurance Company	SR10595(B)	1 October 1975 – 30 September 1976
Highlands Insurance Company	SR10595(C)	1 October 1976 – 30 September 1977
Highlands Insurance Company	SR-20449	1 October 1976 – 30 September 1977

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Highlands Insurance Company	SR-20410	1 October 1977 – 30 September 1978
Home Insurance Company	HEC-9730473	1 February 1970 – 31 January 1971
Home Insurance Company	HEC-9791430	1 February 1970 – 31 January 1971
Insurance Company of North America	XBC-43112	1 February 1970 – 31 January 1971
Insurance Company of North America	XCP-12320	1 October 1974 – 30 September 1975
Insurance Company of the State of PA	4172-5214	1 February 1972 – 31 January 1973
Insurance Company of the State of PA	4276-2174	31 January 1976 – 30 September 1976
Insurance Company of the State of PA	4276-2234	1 October 1976 – 30 September 1977
Integrity Mutual Insurance Company	XL-200204	1 October 1977 – 30 September 1978
International Insurance Company	XS-2462	1 February 1972 – 31 January 1973
International Surplus Lines Insurance Co.	GP-2201	1 October 1975 – 30 September 1976
International Surplus Lines Insurance Co.	GP-2156(B)	1 October 1976 – 30 September 1977
Lexington Insurance Company	GC550427	1 April 1974 – 30 September 1974
Lexington Insurance Company	GC5504505	1 October 1974 – 30 September 1975
Lexington Insurance Company	GC55004657	1 October 1975 – 30 September 1976
Lexington Insurance Company	GC550-3002	31 January 1976 – 30 September 1976
Lexington Insurance Company	GC550-1918 (A)	31 October 1976 – 30 September 1977
Lexington Insurance Company	GC550-1918 (B)	31 October 1976 – 30 September 1977
Lexington Insurance Company	GC550-6145 (A)	31 October 1977 – 30 September 1978
Lexington Insurance Company	GC550-6145 (B)	31 October 1977 – 30 September 1978
Liberty Mutual Insurance Company	Unknown	1 October 1951 – 30 September 1956

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<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Liberty Mutual Insurance Company	FWLP1-620-690414-566 (BI)	1 October 1956 – 30 September 1957
Liberty Mutual Insurance Company	FWLP1-620-690414-566 (PD)	1 October 1956 – 30 September 1957
Liberty Mutual Insurance Company	FWLP1-621-902997-377 (BI)	1 October 1957 – 30 September 1958
Liberty Mutual Insurance Company	FWLP1-621-902997-377 (PD)	1 October 1957 – 30 September 1958
Liberty Mutual Insurance Company	FWLP1-621-902997-388 (BI)	1 October 1958 – 30 September 1959
Liberty Mutual Insurance Company	FWLP1-621-902997-388 (PD)	1 October 1958 – 30 September 1959
Liberty Mutual Insurance Company	FWLP1-621-902997-399 (BI)	1 October 1959 – 30 September 1960
Liberty Mutual Insurance Company	FWLP1-621-902997-399 (PD)	1 October 1959 – 30 September 1960
Liberty Mutual Insurance Company	FWLP1-621-00408089-040 (BI)	1 October 1960 – 30 September 1961
Liberty Mutual Insurance Company	FWLP1-621-00408089-040 (PD)	1 October 1960 – 30 September 1961
Liberty Mutual Insurance Company	FWLP1-621-004089-041 (BI)	1 October 1961 – 30 September 1962
Liberty Mutual Insurance Company	FWLP1-621-004089-041 (PD)	1 October 1961 – 30 September 1962
Liberty Mutual Insurance Company	FWLP1-621-004089-042 (BI)	1 October 1962 – 30 September 1963
Liberty Mutual Insurance Company	FWLP1-621-004089-042 (PD)	1 October 1962 – 30 September 1963
Liberty Mutual Insurance Company	FWLP1-621-004089-043 (BI)	1 October 1963 – 30 September 1964
Liberty Mutual Insurance Company	FWLP1-621-004089-043 (PD)	1 October 1963 – 30 September 1964
Liberty Mutual Insurance	FWLP1-621-004089-	1 October 1964 – 30 September 1965

<u>Insurer</u> Company	<u>Policy Number</u>	<u>Policy Period</u>
Liberty Mutual Insurance Company	044 (BI)	
Liberty Mutual Insurance Company	FWLP1-621-004089-044 (PD)	1 October 1964 – 30 September 1965
Liberty Mutual Insurance Company	FWLP1-621-004089-045 (BI)	1 October 1965 – 30 September 1966
Liberty Mutual Insurance Company	FWLP1-621-004089-045 (PD)	1 October 1965 – 30 September 1966
Liberty Mutual Insurance Company	FWLP1-621-004089-046 (BI)	1 October 1966 – 30 September 1967
Liberty Mutual Insurance Company	FWLP1-621-004089-046 (PD)	1 October 1966 – 30 September 1967
Liberty Mutual Insurance Company	FWLP1-621-004089-047 (BI)	1 October 1967 – 30 September 1968
Liberty Mutual Insurance Company	FWLP1-621-004089-047 (PD)	1 October 1967 – 30 September 1968
Liberty Mutual Insurance Company	FWLP1-621-004089-048 (BI)	1 October 1968 – 30 September 1969
Liberty Mutual Insurance Company	FWLP1-621-004089-048 (PD)	1 October 1968 – 30 September 1969
Liberty Mutual Insurance Company	FWLP1-621-004089-049 (BI)	1 October 1969 – 30 September 1970
Liberty Mutual Insurance Company	FWLP1-621-004089-049 (PD)	1 October 1969 – 30 September 1970
Liberty Mutual Insurance Company	FWLP1-621-004089-040	1 October 1970 – 30 September 1971
Liberty Mutual Insurance Company	FWLP1-621-004089-041	1 October 1971 – 30 September 1972
Liberty Mutual Insurance Company	LG1-632-0G4010-025	1 October 1975 – 30 December 1975
Liberty Mutual Insurance Company	LG1-632-0G4010-126	1 January 1976 – 30 December 1976
Liberty Mutual Insurance Company	LG1-632-0G4010-337	1 January 1977 – 30 September 1977
Liberty Mutual Insurance	LG1-632-0G4010(C)	1 October 1977 – 30 September 1978

<u>Insurer</u> Company	<u>Policy Number</u>	<u>Policy Period</u>
Liberty Mutual Insurance Company	Liberty Mutual (A)	1 October 1978 – 30 September 1979
Liberty Mutual Insurance Company	Liberty Mutual (B)	1 October 1979 – 30 September 1980
Liberty Mutual Insurance Company	Liberty Mutual (C)	1 October 1980 – 30 September 1981
Lumbermens Mutual Casualty Company	OCN 22603	1 February 1970 – 31 January 1971
Lumbermens Mutual Casualty Company	ICN 22603	1 February 1971 – 31 January 1972
Lumbermens Mutual Casualty Company	ICN 22603(A)	1 February 1972 – 31 January 1973
Lumbermens Mutual Casualty Company	ICN 22603(C)	1 February 1973 – 31 January 1974
Lumbermens Mutual Casualty Company	ICN 22603(D)	1 February 1974 – 30 September 1974
Lumbermens Mutual Casualty Company	4SX010275	1 October 1974 – 30 September 1975
Midland Risk Insurance Company	XL-1109	1 February 1970 – 31 January 1971
Midland Risk Insurance Company	XL-1417(A)	1 February 1971 – 31 January 1972
Midland Risk Insurance Company	XL-1417(B)	1 February 1972 – 31 January 1973
Midland Risk Insurance Company	XL-11017141773-2(A)	1 February 1973 – 31 January 1974
Midland Risk Insurance Company	XL-11017141773-2(B)	1 February 1974 – 30 September 1974
Midland Risk Insurance Company	XL-145081(A)	1 October 1974 – 30 September 1975
Midland Risk Insurance Company	XL-145081(B)	1 October 1975 – 30 September 1976

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Midland Risk Insurance Company	XL-145081(C)	1 October 1976 – 30 September 1977
Midland Risk Insurance Company	XL-148473	1 October 1977 – 30 September 1978
Mission American Insurance Company	M81706	1 April 1974 – 30 September 1974
Mutual Fire, Marine and Inland Insurance Co.	EL100138	1 October 1976 – 30 September 1977
Northbrook Insurance Company	63-003-683	1 October 1977 – 30 September 1978
Northbrook Insurance Company	63-003-790	1 October 1977 – 30 September 1978
North Star Re-Insurance Company	NSX-8402(A)	1 February 1970 – 31 January 1971
North Star Re-Insurance Company	CE 358412	1 February 1971 – 31 January 1972
North Star Re-Insurance Company	NSX-110114	1 February 1972 – 31 January 1973
Prudential Reinsurance Company	DXC-901069	31 January 1976 – 30 September 1976
Prudential Reinsurance Company	DXC-901243	1 October 1976 – 30 September 1977
Prudential Reinsurance Company	DXC-901244	1 October 1976 – 30 September 1977
Prudential Reinsurance Company	DXC-DX0442	1 October 1977 – 30 September 1978
Prudential Reinsurance Company	DXC-DX0428	1 October 1977 – 30 September 1978
United States Fire Insurance Company	XS-2275	1-February 1971 – 31 January 1972
York Jersey Liability Ltd	38,009(A)	1 January 1977 – 28 February 1977
York Jersey Liability Ltd	38,009(B)	1 March 1977 – 28 September 1977
York Jersey Liability Ltd	38,009(C)	1 October 1977 – 28 July 1978

### III. Nominal Defendants' Policies

#### A. London Market Companies

<u>Policy Number</u>	<u>Policy Period</u>
K11652	28 February 1952 – 27 February 1953
K11653	28 February 1952 – 27 February 1953
K11691	28 February 1952 – 27 February 1953
K17701	28 February 1953 – 27 February 1954
K17702	28 February 1953 – 27 February 1954
K17703	28 February 1953 – 27 February 1954
K17701	28 February 1954 – 27 February 1955
K17702	28 February 1954 – 27 February 1955
K17703	28 February 1954 – 27 February 1955
K17701	28 February 1955 – 27 February 1956
K17702	28 February 1955 – 27 February 1956
K17703	28 February 1955 – 27 February 1956
CK 1065	28 February 1956 – 27 February 1957
CK 1066	28 February 1956 – 27 February 1957
CK 1067	28 February 1956 – 27 February 1957
K37529	28 February 1956 – 27 February 1957
K38084	28 February 1956 – 27 February 1957
K38085	28 February 1956 – 27 February 1957
CK 1065	28 February 1957 – 27 February 1958
CK 1066	28 February 1957 – 27 February 1958
CK 1067	28 February 1957 – 27 February 1958
K377529	28 February 1957 – 27 February 1958
K38084	28 February 1957 – 27 February 1958

<u>Policy Number</u>	<u>Policy Period</u>
K38085	28 February 1957 – 27 February 1958
K46318	28 September 1957 – 27 February 1958
CK 1065	28 February 1958– 27 February 1958
CK 1066	28 February 1958 – 27 February 1959
CK 1067	28 February 1958 – 27 February 1959
K37529	28 February 1958 – 27 February 1959
K38084	28 February 1958 – 27 February 1959
K38085	28 February 1958 – 27 February 1959
K46318	28 February 1958 – 27 February 1959
CK 4083	28 February 1959 – 27 February 1960
CK 4084	28 February 1959 – 27 February 1960
K56701	28 February 1959 – 27 February 1960
K56702	28 February 1959 – 27 February 1960
K56703	28 February 1959 – 27 February 1960
K56704	28 February 1959 – 27 February 1960
CK 4083	28 February 1960 – 27 February 1961
CK 4084	28 February 1960 – 27 February 1961
K56701	28 February 1960 – 27 February 1961
K56702	28 February 1960 – 27 February 1961
K56703	28 February 1960 – 27 February 1961
K56704	28 February 1960 – 27 February 1961
CK 4083	28 February 1961 – 27 February 1962
CK 4084	28 February 1961 – 27 February 1962
K56702	28 February 1961 – 27 February 1962
K56703	28 February 1961 – 27 February 1962
K56704	28 February 1961 – 27 February 1962
CU 1532	28 February 1962 – 27 February 1963

**Exhibit C**

**EXHIBIT C**

**LONDON MARKET COMPANIES DESIGNATED  
AS NOMINAL DEFENDANTS**

Alba General Insurance Company Limited  
Allianz Versicherungs – Aktiengesellschaft  
Anglo Saxon Insurance Company  
Anglo-French Insurance Company Limited  
Argonaut Insurance Company  
Assicurazioni Generali SpA (UK Branch)  
Aviation & General Insurance Company Limited  
City General Insurance Company  
City Insurance Company  
Compagnie Europeene D'Assurances Industrielles S.A.  
Companhia De Seguros Imperio S.A.  
Continental Company of London Limited  
Dominion Insurance Company Limited  
Drake Insurance Company Limited  
Eagle Star Insurance Company Limited  
Eisen Und Stahl Ruckversicherung A.G.  
Excess Insurance Company  
Folksam International Insurance Company (UK) Limited  
Helvetia-Accident Swiss Insurance Company  
Highlands Insurance Company  
Home and Overseas Insurance Company Limited  
INSCO Limited  
Instituto De Reasseguros Do Brasil (IRB) – London Branch  
London & Edinburgh General Insurance Company Limited  
Minster Insurance Company Limited  
Muchener Ruckversicherungs Gesellschaft AG in Munchen  
National Casualty Company  
National Casualty Company of America Limited  
New India Insurance Company Limited  
New London Reinsurance Company  
Prudential Assurance Company Limited  
Riunione Adriatica Di Sicurtà SpA  
River Thames Insurance Company Limited  
Royale Belge Incendie Reassurances S.A. D'Assurances  
Southern Insurance Company Limited  
Sphere Insurance Company Limited  
State Government Insurance Office  
St. Katherine Insurance Company PLC

Stronghold Insurance Company Limited  
Swiss National Insurance Company Limited  
Swiss Union Insurance Company  
Terra Nova Insurance Company Limited  
The British Aviation Insurance Company Limited  
The Dominion Insurance Company Limited  
The Edinburgh Assurance Company  
The Nisshin Fire and Marine Insurance Company Limited  
The Royal Scottish Insurance Company Limited  
The Scottish Lion Insurance Company Limited  
The Tokio Marine and Fire Insurance Company Limited  
Turegum Insurance Company Limited  
The World Marine & General Insurance Company Limited  
Trent Insurance Company Limited  
The Vanguard Insurance Company Limited  
World Auxiliary Insurance Corporation Limited  
Yasuda Fire & Marine Insurance Company (UK) Limited

Intake No. 607701

Year 2001

NOTICE OF ENTRY

Sir- Please take notice that the within is a (certified) true copy of a  
court record of the State of New York.

Dated:

DORNBUSH MENSCH MANDELSTAM & SCHAEFFER, LLP  
Attorneys for

Opposing Party/Officer Address  
747 THIRD AVENUE  
BOROUGH OF MANHATTAN, NEW YORK, NY, 10017

To

Attorneys for

NOTICE OF SETTLEMENT

Sir- Please take notice that an order of which the within is a true copy  
will be presented for settlement to the Hon. one of the judges of the within  
Court on at

Dated:

DORNBUSH MENSCH MANDELSTAM & SCHAEFFER, LLP  
Attorneys for

Opposing Party/Officer Address  
747 THIRD AVENUE  
BOROUGH OF MANHATTAN, NEW YORK, NY, 10017

To

Attorneys for

Service of a copy of the within

is hereby admitted.

Dated: N.Y.

Attorneys for

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